



Mobile Ticketing Fare Payment and Integrated Mobility Solution Application Request For Proposal

Charleston, South Carolina
Date: May 5, 2021

Due Date: May 26, 2021
Time: 3:00 P.M. EST

Receipt Location:
BCD Council of Governments
Attn: Jason McGarry
5790 Casper Padgett Way
North Charleston, SC 29406

**Request for Proposal
RFP # COG2021-04**

Sealed Proposals will be received until **3:00 P.M. EST, May 26, 2021** to the address listed on pg. 1. All qualified firms are invited to submit proposals to BCD Council of Governments for the following: **Mobile Ticketing Fare Payment and Integrated Mobility Solution Application**

Submittal:	Proposals for this solicitation will be accepted until 3:00 PM EST on May 26, 2021
Deadline for Questions or Clarifications:	May 19, 2021 by 3:00 PM
E-Mail:	jasonm@bcdcog.com
Pre-Proposal Meeting:	N/A

All proposals shall be submitted in a sealed package labeled as “**COG2021-04: Mobile Ticketing Fare Payment and Integrated Mobility Solution Application**”. **The must mail one (1) original, one (1) digital and four (4) hard copies of the final submittal** to the receipt location on the cover page.

Any revisions to this Request for Proposal will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the BCD Council of Governments website at: <https://www.bcdcog.com/procurement/>
All vendors should consult this website for updates before submitting proposals.

The completed proposal must have been physically received on or prior to the deadline above. If you plan to have your proposal delivered other than personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.

Any offer submitted as a result of this solicitation shall be valid for ninety (90) calendar days following the submittal date. This solicitation does not commit BCDCOG to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. BCDCOG may award a single contract or multiple depending on the firm’s ability to meet all requirements.

Proprietary and/or Confidential Information

Proposals resulting from this solicitation are subject to the South Carolina Freedom of Information Act (FOIA). All information that is to be treated as confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page.

Required Certifications

Proposals are required to include the certifications located at the end of this Request for Proposal. Firms who do not submit all required certifications and addendums will be subject to non-compliance and their proposal will not be accepted.

TABLE OF CONTENTS

1. BACKGROUND.....3

2. PROJECT GOALS.....3

3. PROJECT MANAGEMENT AND ADMINISTRATION3

4. SCOPE OF WORK.....4

5. FLEET INFORMATION.....8

6. TRANSIT RIDERSHIP.....13

7. PASS SALES.....14

8. ON-BOARD TECHNOLOGY14

9. PROPOSAL FORMAT15

10. TRAINING.....16

11. DOCUMENTATION AND INSTALLATION16

12. TESTING.....17

13. WARRANTY AND MAINTENANCE.....18

14. SELECTION CRITERIA.....20

15. INSTRUCTIONS & GENERAL CONDITIONS.....20

APPENDIX A – Federal Required Clauses
APPENDIX B – Representations & Certifications

1. BACKGROUND

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) administers the public transit services in the Berkeley, Charleston, and Dorchester counties of coastal South Carolina. Charleston Area Regional Transportation Authority (CARTA) provides fixed route transit services to the Charleston-North Charleston Urbanized Area. TriCounty Link (TCL) operates transit services in the rural areas of the three counties. These two agencies connect along the edge of the urbanized area.

In order to provide high quality, accessible services to its customers, BCDCOG would like to augment its existing cash and magnetic tickets-based automated fare collection system with a new contactless, mobile ticketing Fare Payments Solution (FPS). The payments solution will be an integral part of a Mobility-as-a-Service (MaaS) platform planned for the Region. The current provider of the MaaS platform is Transit with real-time vehicle tracking provided by Swiftly, Inc. and GMV Syncromatics Corporation.

2. PROJECT GOALS

The primary objectives of this project are to:

1. Providing an open and nonproprietary architecture;
2. Enhancing ease of use for customer convenience through universal design, ensuring all customers have the ability to access;
3. Increase operational efficiencies;
4. Provide a seamless integration with Transit to allow fare purchasing in the app;
5. Phasing out and ultimately eliminating all on vehicle cash transactions. It is critical that the successful vendor offer an integrated off-the-vehicle solution for the future deployment of the Bus Rapid Transit service that requires fare payment on the boarding platform.

BCD Council of Government leadership strongly believes that while challenges may exist with a cashless system, the overall system design will deliver increased access to all, including low-income, unbanked and underbanked customers. Providing options for unbanked, low-income riders will be additive in the selection committee's scoring process

3. PROJECT MANAGEMENT AND ADMINISTRATION

The selected Firm shall assign a Project Manager to be BCDCOG's main point of contact. Responsibilities shall include, but not limited to:

1. Design and maintain master project schedule with significant milestones.
2. System engineering and design.
3. Initialization of the Mobile Ticketing and Electronic Fare Collection system and trip-planning application with existing vehicle data, fare structure, and existing on-board hardware.

4. Project manager shall have the authority to make decisions on behalf of the Firm. The project manager may not be replaced without prior approval from BCDCOG.

4. SCOPE OF WORK

The purpose of this Request for Proposals is to purchase and install a well proven, industry standard, integrated package of public transit hardware and software intended to facilitate Mobile Ticketing and Electronic Fare Collection, hereafter known as the ‘System’. The services should integrate with existing on-vehicle hardware and trip planning applications or expand these capabilities beyond current functionality. The solution will provide the public with a way to plan their trip and pay their fare on a single platform across all modes supported by multiple transportation agencies throughout the region including CARTA urban transit services, TCL rural transit services, paratransit, and future modes like BRT, on demand transit, bikeshares, and ridesharing.

It is understood that a new FPS must be flexible in order to accommodate other mobility modes for the provision of MaaS. The selected FPS vendor will partner to provide seamless trip planning and payment together within one mobile application, ensuring 100% end-to-end multi-mode connectivity for all customers. This overall solution must provide customers with an easy-to-use, open sourced and integrated payment platform, connecting along all mobility modes identified in the region. Mobility modes may include, but are not limited to, fixed route transit, demand response transit (including ADA complementary paratransit), human services transportation, ridesharing services, taxis, transit network companies (TNC), docked and dock-less bike share, car share services, scooters, parking meters, garages and other current or future alternative mobility modes.

Such capabilities will provide a significant operational upgrade for the two transit systems operating in the Region - CARTA Transit System and TriCounty Link Transit System. Currently, the system is using cash and magnetic strip tickets that require retail outlets to complete transactions.

BCDCOG does not desire unproven “cutting edge,” software and hardware; rather, the primary software to be supplied must have been in successful operation in at least three other larger transit agencies facilities for at least two years in each agency.

All work shall take place at the CARTA Maintenance Facility and TriCounty Link Maintenance Facility, respectively. Work shall be completed so that it does not impact service obligation to passengers.

All data, including raw data, will be the property of BCDCOG. Further, BCDCOG is seeking systems that are geared toward open-source architecture, use of common data standards, and leverage open APIs for hardware interoperability and data transmission protocols. Proposals that demonstrate their products support optionality, extensibility, and hardware-agnostic opportunities within their system will be evaluated and scored favorability.

The project scope includes the following product specifications. If there are elements that vendors will be able to fulfill by the System launch date, the firm shall indicate which items are part of the near-term road map, and which are not planned or not possible for each vendor's platform.

A. Payment Solutions Expected Objectives

The selected FPS vendor must deliver a solution that meets the following objectives and outcomes:

5. An account-based back-end that completes the following but is not limited to:
 - Manages customer payment accounts, associated sub accounts and payment products,
 - Manages payment transactions and funds processing,
 - Provides 3rd party integrations,
 - Supports apportionment/settlements and reconciliation with 3rd parties,
 - Supports web-based general public, institutional and discount/benefits portals,
 - Uses centralized server/account-based processing in which fare calculation and payment are completely carried out in the back-office,
 - Provides an external API or SDK that meet or are substantially similar to Transit's requirements.
6. Payment media will include CARTA/TCL-issued contactless smartcards, third party-issued contactless smartcards, mobile phones, and wearables. Third party smartcards may include identification cards issued by the State, businesses and institutions such as local public schools, universities and colleges. Other payment media may include open contactless credit or debit cards, digital wallets like Apple Pay and Google Wallet.
7. On-board readers/validators must read contactless smartcards and validate mobile tickets using Near Field Communications (NFC), Bluetooth and mobile ticketing validation using barcodes/QR codes or flash pass approach.
8. Account-based back-end must provide integration with future on-demand transportation billing software to support integration with state agency programs such as Medicaid, Non-Emergency Medical Transportation (NEMT), in order to deliver seamless, paperless billing for all providers and mobility managers.
9. Account-based back-end should support account replenishment in partnership with retail merchants, if applicable.
10. Account-based back-end should support the loading by participating agencies of their client's accounts, in addition to the client themselves.
11. Account-based back-end should support integration with third party payment systems such as fixed route transit, demand response transit (including ADA complementary paratransit), human services transportation, ridesharing services, taxis, transit network companies (TNC), docked and dock-less bike share, car share services, scooters, parking meters, garages and other current or future alternative mobility modes to pay for trips booked using the MaaS platform.
12. Account-based back-end should support gamification of mobility modes and associated fares.
13. On-board solution should support boarding on all transit vehicles as well as a fully integrated mobile solution fare payment reader that can be made available to not-for-

profit and other coordinating mobility providers and an off-vehicle platform installation.

14. The solution should provide fare capping functionality to ensure that customers pay the “guaranteed lowest fare”, which will be expanded beyond CARTA/TCL fixed route and paratransit services so all customers can choose the best mobility modes for their single trip and know they’ll pay a reasonable price.
15. Reduce dwell time and operating costs, and to achieve cost efficiencies through contactless payments.
16. Reduce on-board fare processing time to improve on-time performance and make the boarding process easier and more convenient for customers.
17. Allow retrieval of accurate and timely ridership and revenue data which can be used for detailed analysis and reporting to determine transit trends among riders.
18. Protect customer privacy and transaction security by complying with Payment Card Industry (PCI) standards, ensuring the security and confidentiality of Personally Identifiable Information (PII).
19. Support open-source architecture and be extensible to support new technologies as they mature in the industry.
20. Provide configuration and operational flexibility by providing upfront and understood costs associated with changes to the FPS so long-term operational investments are fully understood.
21. Provide fully reconciled, auditable and accurate revenue deposits and reports.
22. Control fare evasion and prevent fraud.
23. Provide a secure communications network to exchange data.
24. Meet the needs of and provide increased access to low-income, older adults, persons with disabilities, and other disadvantaged groups as it relates to the FPS and MaaS.
25. System-wide interoperability and compatibility across all manufacturers, software systems, participating transit agencies, other modes of mobility as outlined in the vision statement.
26. Cards and readers are durable for the transit environment but affordable options are provided to connect with mobility providers within MaaS.
27. Easily able to perform upgrades and changes to back-end system software (ex. changes in fares, fare rules and adding/removing agency participating transit agencies, other modes of transit and non-transportation providers).
28. Meets all required financial standards and communication protocols:
 - Readers are capable of recognizing the following communications protocols: ISO standard 14443, Part 2 and ISO 18092:2013 and contactless cards characteristics: ISO standard 14443/Part 1 or ISO 7810. Both including EMV specification.
 - Processing speeds must be no greater than 400 ms for each transaction.
 - If unable to connect, the system will attempt to reconnect and store relevant transactions until communications are reestablished. System should have a process in place so that if this situation does occur, there is minimal negative impact to the driver, customers, and dwell time.
 - Nonfunctioning or malfunctioning systems should have some proactive method of remotely identifying when there is an issue and notifying relevant parties.

B. Additional Partners Required

It is understood that other additional and required partnerships may be needed in order to deliver on the key goals and expected objectives outlined within this RFP. BCDCOG requests that FPS vendor(s), when submitting to this RFP, identify all parties that are required to meet the goals and objectives established and ensure related costs are included. Below are some of the important partners in wide-scale implementations of mobile commerce applications for the transit industry:

1. Systems integrators and fare systems providers – The companies that currently provide transit fare solutions are important partners for their extensive knowledge on how such systems need to function. Their expertise is invaluable, especially as agencies may need to run the legacy system in parallel with a new system for a few years until a majority of riders adopt the new system. Integrators still play a key role in the design of the fare payment system, managing fare tables and managing risk of system.
 - Trip Planning integration shall provide the ability to plan a transit trip and purchase corresponding fare products; and
 - The System shall be capable of displaying the Agency’s GTFS schedule data.
 - The System shall include a service to regularly import the Agency’s GTFS-real-time trip updates, vehicle positions, and service alerts data feeds. The service shall import the data at least every 15 seconds.
 - The integration shall be able to provide real-time updates on arrival/departure times based on BCDCOG’s GTFS and GTFS-real-time feeds and the user’s current location.
 - The solution will provide the public with a way to plan their trip and pay their fare on a single platform across all modes supported by multiple transportation agencies throughout the region including CARTA urban transit services, TCL rural transit services, paratransit, and future modes like BRT, on demand transit, bikeshares, and ridesharing.
2. Telecommunication firms – In a mobile scenario, carriers have an important role to play in mobile commerce, since all account information and text-based marketing must pass over the carrier network. In addition, customers are likely to get their NFC-equipped mobile phones from their carrier.
3. Technology firms – New infrastructure depends on new and advanced technology. For example, a range of NFC-enabled and Bluetooth devices and NFC and Bluetooth software is needed for broad deployment of contactless payments.
4. Transaction processing – An infrastructure provider is required to provide secure and reliable mobile commerce transaction processing.
5. Financial institutions – Credit card companies, banks and other financial services providers are needed to enable riders to register their payment information and to facilitate funding of the stored-value reload directly over the mobile network.
6. Merchants and retailers – To overcome the chicken-and-egg syndrome, a critical mass of merchant and retailer deployment of contactless solutions is needed to encourage consumers to use such solutions. Once consumers are comfortable with these types of applications, they might be more likely to want and expect them at transit hubs.

5. FLEET INFORMATION

The following vehicles are the focus of this RFP. All route vehicles operated by both CARTA and TriCounty Link Transit Systems will be equipped with standardized equipment, including mobile payment validators and integrate with existing Cradlepoint devices on the CARTA vehicles. Specifications for cellular connectivity on TriCounty Link vehicles will need to be determined by the successful bidder and may be procured outside of this scope of work.

Count	Vehicle #	Make	Model	Year	Vehicle Type	Service Type
1	1601	VPG	MV-1	2016	SUV	Paratransit
2	1602	VPG	MV-1	2016	SUV	Paratransit
3	1603	VPG	MV-1	2016	SUV	Paratransit
4	1604	VPG	MV-1	2016	SUV	Paratransit
5	1605	VPG	MV-1	2016	SUV	Paratransit
6	1606	VPG	MV-1	2016	SUV	Paratransit
7	1607	VPG	MV-1	2016	SUV	Paratransit
8	1608	VPG	MV-1	2016	SUV	Paratransit
9	1610	VPG	MV-1	2016	SUV	Paratransit
10	1701	DODGE	CARAVAN	2017	Minivan	Paratransit
11	1702	DODGE	CARAVAN	2017	Minivan	Paratransit
12	1703	DODGE	CARAVAN	2017	Minivan	Paratransit
13	1704	DODGE	CARAVAN	2017	Minivan	Paratransit
14	1705	DODGE	CARAVAN	2017	Minivan	Paratransit
15	1706	DODGE	CARAVAN	2017	Minivan	Paratransit
16	1707	DODGE	CARAVAN	2017	Minivan	Paratransit
17	1708	DODGE	CARAVAN	2017	Minivan	Paratransit
18	1709	DODGE	CARAVAN	2017	Minivan	Paratransit
19	1710	DODGE	CARAVAN	2017	Minivan	Paratransit
20	1711	DODGE	CARAVAN	2018	Minivan	Paratransit
21	1801	FORD	E450	2018	Cutaway	Paratransit
22	1802	FORD	E450	2019	Cutaway	Paratransit
23	1803	FORD	E450	2019	Cutaway	Paratransit
24	3000	NEW FLYER	MIDI	2016	Bus	Fixed Route-Local
25	3001	NEW FLYER	MIDI	2016	Bus	Fixed Route-Local
26	3002	NEW FLYER	XN60	2016	Bus	Fixed Route-Local
27	3003	NEW FLYER	XN60	2016	Bus	Fixed Route-Local
28	3004	NEW FLYER	MIDI	2016	Bus	Fixed Route-Local

29	3005	NEW FLYER	XN60	2016	Bus	Fixed Route-Local
30	3006	NEW FLYER	XN60	2016	Bus	Fixed Route-Local
31	3007	ALEXANDER DENNIS	ENVIRO200	2018	Bus	Fixed Route-Local
32	3008	ALEXANDER DENNIS	ENVIRO200	2018	Bus	Fixed Route-Local
33	3009	ALEXANDER DENNIS	ENVIRO200	2018	Bus	Fixed Route-Express
34	3010	NEW FLYER	MD30	2014	Bus	Fixed Route-Local
35	3011	NEW FLYER	MD30	2014	Bus	Fixed Route-Local
36	3012	NEW FLYER	MD30	2014	Bus	Fixed Route-Local
37	3013	ALEXANDER DENNIS	ENVIRO200	2013	Bus	Fixed Route-Local
38	3014	ALEXANDER DENNIS	ENVIRO200	2013	Bus	Fixed Route-Local
39	3015	ALEXANDER DENNIS	ENVIRO200	2013	Bus	Fixed Route-Local
40	3402	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
41	3403	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
42	3405	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
43	3406	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
44	3410	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
45	3412	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
46	3414	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
47	3417	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
48	3420	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
49	3422	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
50	3423	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
51	3424	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
52	3426	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local

53	3428	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
54	3430	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
55	3431	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
56	3432	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
57	3435	NEW FLYER	D35HF	1996	Bus	Fixed Route-Local
58	3500	NEW FLYER	D35LFR	2010	Bus	Fixed Route-Local
59	3501	NEW FLYER	D35LFR	2010	Bus	Fixed Route-Local
60	3502	NEW FLYER	D35LF	2010	Bus	Fixed Route-Local
61	3503	NEW FLYER	D35LF	2010	Bus	Fixed Route-Local
62	3504	NEW FLYER	D35LF	2010	Bus	Fixed Route-Local
63	3505	NEW FLYER	D35LF	2010	Bus	Fixed Route-Local
64	3506	NEW FLYER	D35LF	2010	Bus	Fixed Route-Local
65	3507	NEW FLYER	D35LF	2010	Bus	Fixed Route-Local
66	3508	NEW FLYER	D35LF	2010	Bus	Fixed Route-Local
67	3509	NEW FLYER	D35LF	2010	Bus	Fixed Route-Local
68	3510	NEW FLYER	D35LF	2010	Bus	Fixed Route-Local
69	3511	NEW FLYER	D35LF	2012	Bus	Fixed Route-Local
70	3512	NEW FLYER	D35LFR	2012	Bus	Fixed Route-Local
71	3513	NEW FLYER	D35LFR	2012	Bus	Fixed Route-Local
72	3514	NEW FLYER	D35LF	2012	Bus	Fixed Route-Local
73	3515	NEW FLYER	D35LF	2012	Bus	Fixed Route-Local
74	4000	NEW FLYER	XDE40	2014	Bus	Fixed Route-Local
75	4001	NEW FLYER	XDE40	2014	Bus	Fixed Route-Local
76	4002	NEW FLYER	D40LF	2015	Bus	Fixed Route-Express

77	4003	NEW FLYER	D40LF	2015	Bus	Fixed Route-Express
78	4004	NEW FLYER	D40LF	2015	Bus	Fixed Route-Express
79	4005	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
80	4006	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
81	4007	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
82	4008	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
83	4009	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
84	4010	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
85	4011	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
86	4012	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
87	4013	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
88	4014	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
89	4015	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
90	4016	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
91	4017	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
92	4018	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
93	4019	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
94	4020	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
95	4021	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
96	4022	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
97	4023	GILLIG	40' Commuter	2019	Bus	Fixed Route-Express
98	4500	PROTERRA	E2 CATALYST	2019	Bus	Fixed Route-Local
99	4501	PROTERRA	E2 CATALYST	2019	Bus	Fixed Route-Local
100	4502	PROTERRA	E2 CATALYST	2019	Bus	Fixed Route-Local

101	4503	PROTERRA	ZX5	2020	Bus	Fixed Route-Local
102	4504	PROTERRA	ZX5	2020	Bus	Fixed Route-Local
103	4505	PROTERRA	ZX5	2020	Bus	Fixed Route-Local
104	5014	FORD	E450	2016	Cutaway	Paratransit
105	5015	FORD	E450	2016	Cutaway	Fixed Route-Local
106	5016	FORD	E450	2016	Cutaway	Fixed Route-Local
107	5018	FORD	E450	2016	Cutaway	Fixed Route-Local
108	5019	FORD	E450	2016	Cutaway	Fixed Route-Local
109	5020	FORD	E450	2016	Cutaway	Fixed Route-Local
110	5021	FORD	E450	2019	Cutaway	Fixed Route-Local
111	5022	FORD	E450	2019	Cutaway	Fixed Route-Local
112	5023	FORD	E450	2019	Cutaway	Fixed Route-Local
113	5024	FORD	E450	2019	Cutaway	Fixed Route-Local
114	5025	FORD	E450	2020	Cutaway	Fixed Route-Local
115	3	CHEVROLET	5500	2008	Cutaway	Fixed Route
116	18	CHEVROLET	5500	2008	Cutaway	Fixed Route
117	23	CHEVROLET	5500	2008	Cutaway	Fixed Route
118	171	CHEVROLET	5500	2009	Cutaway	Fixed Route
119	196	CHEVROLET	5500	2008	Cutaway	Fixed Route
120	295	CHEVROLET	5500	2009	Cutaway	Fixed Route
121	329	CHEVROLET	5500	2008	Cutaway	Fixed Route
122	402	CHEVROLET	5500	2009	Cutaway	Fixed Route
123	918	CHEVROLET	5500	2008	Cutaway	Fixed Route
124	1337	FORD	E450	2013	Cutaway	Fixed Route
125	1363	FORD	E450	2013	Cutaway	Fixed Route
126	1379	FORD	E450	2013	Cutaway	Fixed Route
127	1544	FORD	E450 SD	2016	Cutaway	Fixed Route
128	1545	FORD	E450 SD	2016	Cutaway	Fixed Route
129	1546	FORD	E450 SD	2016	Cutaway	Fixed Route
130	1547	FORD	E450 SD	2016	Cutaway	Fixed Route
131	1549	FORD	E450 SD	2016	Cutaway	Fixed Route

132	1550	FORD	E450 SD	2016	Cutaway	Fixed Route
133	1551	FORD	E450 SD	2016	Cutaway	Fixed Route
134	1745	FORD	E450 SD	2017	Cutaway	Fixed Route
135	1746	FORD	E450 SD	2017	Cutaway	Fixed Route
136	1749	FORD	E450 SD	2017	Cutaway	Fixed Route
137	1759	FORD	E450 SD	2017	Cutaway	Fixed Route
138	1761	FORD	E450 SD	2017	Cutaway	Fixed Route
139	1766	FORD	E450 SD	2017	Cutaway	Fixed Route
140	1767	FORD	E450 SD	2017	Cutaway	Fixed Route
141	1768	FORD	E450 SD	2017	Cutaway	Fixed Route
142	1770	FORD	E450 SD	2017	Cutaway	Fixed Route
143	1775	FORD	E450 SD	2017	Cutaway	Fixed Route
144	1778	FORD	E450 SD	2017	Cutaway	Fixed Route
145	1901	FORD	E450	2019	Cutaway	Fixed Route
146	1902	FORD	E450	2019	Cutaway	Fixed Route
147	1905	FORD	E450	2019	Cutaway	Fixed Route
148	1906	FORD	E450	2019	Cutaway	Fixed Route
149	1913	FORD	E450	2019	Cutaway	Fixed Route
150	1993	FORD	E450	2019	Cutaway	Fixed Route
151	1997	FORD	E450	2019	Cutaway	Fixed Route
152	2090	FORD	E450 SD	2021	Cutaway	Fixed Route

6. TRANSIT RIDERSHIP

Month	2018 Ridership	2019 Ridership	2020 Ridership
Jan	213,941	248,522	266,125
Feb	251,063	245,016	254,406
Mar	272,089	263,275	185,994
Apr	264,249	278,378	63,407
May	265,260	278,553	78,613
Jun	263,244	251,683	111,221
Jul	259,450	272,093	121,904
Aug	286,969	287,352	129,301
Sep	217,981	229,807	149,684
Oct	299,806	304,826	164,193
Nov	254,174	258,601	143,669
Dec	216,300	237,160	145,462
Total Year	3,064,526	3,155,266	1,813,979

7. PASS SALES

	FY18 Pass Sales	FY19 Pass Sales	FY20 Pass Sales
1 Day	2,640	3,698	4,182
3 Day	352	421	106
10 Trip	3,034	2,699	1,849
31 Day	3,353	3,306	2,271
40 Trip	386	418	258
Student	673	350	47
Low Income	29,635	24,169	18,523
Tel-A-Ride	25,915	21,232	19,633
Tel-A-Ride Zone	18,927	14,600	0
Express	394	491	428
NASH Express	2,439	1,493	1,040
7 Day	NA	NA	634
7 Day Express	NA	NA	57

8. ON-BOARD TECHNOLOGY

CARTA

- Genfare Fast Fare fareboxes
- MDT OpenMDT Touch Screen
- GPS-based automated vehicle location technology
- AngelTrax Security Cameras
- GTFS
- GTFS-RT
- Hella Automated Passenger Counters
- Cradlepoint IBR 1100 or IBR 900 Router providing Wi-Fi

TriCounty Link

- Non-Registering fareboxes
- MDT OpenMDT Touch Screen
- GPS-based automated vehicle location technology
- AngelTrax Security Cameras
- GTFS
- GTFS-RT
- Verizon Jetpack MiFi (partial fleet)

9. PROPOSAL FORMAT

When submitting your Request for Proposal response, please provide details of your solution(s), how it will meet expected outcomes and respond to the following questions:

1. **Transmittal Letter:** A transmittal letter must be submitted with the proposal which shall include:
 - The RFP subject and solicitation number.
 - Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
 - The name of the person or persons authorized to make representations on behalf of the firm and enter into a contract.
2. Describe your capabilities and experience in providing account-based system that is used for payments for multi-modal trips that may also include non-transit components (e.g., parking, taxis, bikeshare, TNCs, etc.).
3. Describe your capabilities and experience in providing web-based portals for management of payment accounts and products for the general public and institutions and for management of special program such as discounts, benefits and loyalty.
4. Describe your capabilities in developing an API or SDK, and your experience with third parties integrating your API or SDK.
5. Describe your capabilities and experience in working with third party operators in a large geographic area for enabling payments on their vehicles or for back-end integrations.
6. Describe your experience in handling payments for non-emergency medical transportation (NEMT) trips and other related human services transportation.
7. Describe the flexibility in your solution to enable third party (non-transit) payment systems. Provide specific examples for TNCs, parking, taxis, bikeshare etc.
8. Describe the capabilities of your on-board solution for validation of media. Also, respond to the following:
 - How flexible is the product to adopt future standards for payments?
 - What are the needs for PCI compliance, if any?
 - Describe your experience with validation concepts such as Bluetooth low energy (BLE), Near Field Communication (NFC) and contactless EMV.
9. Describe your general experience in helping agencies implement cashless strategies.
10. Describe your experience in supporting partnership with retail merchants for account reload, if applicable.
11. Provide information on total cost of ownership of solution that can meet BCDCOG's needs:
 - Provide a breakdown by capital and annual operating costs over the 5-year contract period, which includes any additional partners required
 - Provide a breakdown of any integration costs related to supporting the system.
 - Provide details of payments as-a-service approach
12. Describe how your system would function and operate with the current on-board technologies such as cellular, Wi-Fi routers as well as other ITS systems.
13. Describe if you have worked with or intend to work with Transit to provide the full MaaS platform.

10. TRAINING

The Firm shall provide a comprehensive training program that prepares BCDCOG and its Transit Partner staff for operation, financial administration, elementary troubleshooting, maintenance and System Administration of the System components provided by the Firm. The Firm's training program shall be led by knowledgeable staff and include formal and informal instruction, models, manuals, diagrams and component manuals and catalogs as required. Where practical and useful, training should be hands-on and should use actual system software and screens on a workstation and actual equipment on the fleets.

Due to the number of staff and geographic service areas associated, there shall be a minimum of at least three (3) train-the-trainer classroom training sessions for the staffs to attend. Training shall be focused on the following roles: Customer Service, Bus Operators, Financial Reporting, Maintenance, Planning and System Administration. The BCDCOG will make available classroom facilities or meeting space for all trainings, if that is the preferred format. Electronic copies of all materials shall be provided. One physical set of training materials and manuals will be provided to the BCDCOG.

11. DOCUMENTATION AND INSTALLATION

Documentation: In addition to training manuals, system architecture and design documentation must be provided. Prior to installation, the Contractor shall submit "typical" installation drawings or shop drawings detailing the design that shall be used for on-board and fixed-end equipment installation work. Separate shop drawings shall be provided for each vehicle type / model, and for the fixed-end site work as applicable (such as for validator installations). If measurements differ from vehicle to vehicle (or from site to site), these variations shall be noted.

Updated System stack or network diagrams, to reflect changes to include any selected optional technologies or other changes since the proposal shall be provided. All documents should have updated and visible version and revision numbers. The Contractor shall submit a complete Equipment List, Bill of Materials and As-built documents at the completion of installation. The Bill of Materials must also be contained and included as part of the proposal. The As-Built Documents shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components supplied by third parties; (4) all warranties documentation; (5) a diagram indicating all interconnections between components; (6) the version number of all software; and (7) software installation media if solution is not centralized. The As-built documents must be approved before the BCDCOG will grant Final System Acceptance.

Installation: The Contractor shall provide project management and oversight of all installation work performed. The Contractor shall install the equipment to the highest standards, using experienced and knowledgeable personnel. All installation work shall be scheduled so as not to disrupt or delay BCDCOG or Transit Partner operations. The Contractor shall make every effort to schedule the work around operating hours or peak times. In the event that extensive

installation and testing work will be required, some work may have to be accomplished during evening hours.

All System equipment installations shall be performed to an approved set of plans, which has previously been submitted and approved by the BCDCOG or their representative. All installations shall be complete before the equipment is needed by the BCDCOG and all installations shall be performed in accordance to all Federal, State and Local laws and regulations. The Contractor shall adhere to all applicable installation standards, laws, ordinances, and codes as required by the latest editions of the NEC, IEEE, OSHA, or other governing sources.

12. TESTING

All materials furnished and all work performed under the contract shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the BCDCOG's requirements; the appropriate items shall be replaced, upgraded, or added by the Firm at no cost to the BCDCOG and as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

Test Procedures

Test procedures that are based upon, and consistent with, the approved Test Plan shall be provided by the Firm to ensure that all System testing is comprehensive and verifies all the features of the devices, fixed-equipment, software functions and reports to be tested. The step-by-step activities associated with each test shall be listed in the test procedures. The following information shall be included in the test procedures:

- Test schedule
- Responsibilities of BCDCOG/Transit Partners and Firm personnel
- Record-keeping procedures and forms
- Procedures for monitoring, correcting, and retesting variances
- Procedures for controlling and documenting all changes made to the System after the start of testing
- A list of individual tests to be performed, the purpose of each test segment
- Identification of special hardware, software, tools, and test equipment to be used during the test
- Copies of any certified test data (e.g., environmental data) to be used in lieu of testing
- Detailed, step-by-step procedures to be followed
- All inputs, expected results and measurements for successful sign-off for the full implementation tests

Unless otherwise stated, the Firm is responsible for all test logistics (e.g., arranging for vehicles and drivers, and providing other testing services) and coordination activities. The selected Firm shall:

- Be responsible for successfully completing all tests required.
- Furnish all test instruments and any other materials, equipment and personnel needed to perform the tests.
- Be fully responsible for the replacement of all equipment damaged as a result of the tests, and shall bear all associated costs.
- Maintain comprehensive records of all tests.
- Notify the BCDCOG prior to each test activity.
- Provide test plans, procedures, records and reports to the BCDCOG for approval.

Acceptance Testing:

The Firm shall submit an *Acceptance Test Plan* that define testing and acceptance at the BCDCOG. The Plan shall be submitted to the BCDCOG for approval of the Plan. The Plan shall:

- Describe how each testable specification requirement will be demonstrated, including the testing methodology
- Describe what result constitutes a successful test
- Identify the role and responsibility of the Firm and BCDCOG's representatives during each test

The BCDCOG, in its sole discretion, shall grant System Acceptance once it deems that all of the required work of the Project is complete and the following conditions have been met:

- Firm, in the BCDCOG's sole determination, has substantially passed and has been given conditional approval of the Operational Test; and
- A "punch list" of items not yet in compliance has been delivered by the Firm and has been verified by the BCDCOG and approved as being complete.

The purpose of the Operational Test is to ensure that the System, as installed in the field, works properly as a fully integrated System.

13. WARRANTY AND MAINTENANCE

The Firm agrees that the system and all related installation work shall be subject to the warranties and obligations set forth in this section. The warranties and obligations set forth in this Section shall commence upon system acceptance and end after the end-date of the Agreement, unless extended for a longer period. Fixed Pricing is requested for warranty period(s).

During the warranty period, the Firm shall provide on-call support to assist the BCDCOG in the maintenance of the System. This on-call support shall be provided on-site for hardware and operational troubleshooting of communications equipment, and over the phone such as to answer questions regarding software, missing or incorrect data. Firm shall include on-call support (on-site and/or remote) in its Cost Proposal, if applicable.

Defects or support requests related to System malfunctions which prohibit Automated Fare Collection shall be defined as critical. All non-critical warranty work on defective or non-

complying installation work, or system hardware, or any software defects or errors that cause the software to fail to conform to the requirements of these specifications shall be performed at no cost to the BCDCOG within fifteen (15) days of being notified in writing by the BCDCOG or its representative. Any defects that affect the critical functions of the operations shall be fixed within 48 hours at no-cost to the BCDCOG during the warranty period(s).

The Firm shall maintain adequate resources for replacement of all defective or noncompliant work or equipment, including test repair, warranty repair, spare modules, spare assemblies, spare components and spare parts in furtherance of the warranty requirements and maintain sufficient relationships with qualified local technicians.

The BCDCOG will operate the System hardware and software in accordance with the Firm's specific instructions in order to maintain all warranties. However, the Firm shall hold the BCDCOG harmless and Firm shall be responsible for repairing any damage from the BCDCOG's improper operation of any System hardware or software resulting from Firm's failure to provide adequate or correct training and/or complete operating manuals, software manuals, electrical drawings, complete computer program documentation and other documentation required to be furnished as identified within these specifications.

Installation Warranty

The Firm warrants that all installation work and all System hardware and software furnished by the Firm including, but not limited to, all such work, and System hardware and software provided by sub-contractors, suppliers, or other manufacturers, shall be of good quality and free of any defects or faulty materials and workmanship for the ONE-YEAR warranty period.

The Firm shall also warrant that all installation work and system hardware and software shall perform according to the specifications for the one-year warranty period.

If the Firm upgrades its devices to ensure the continued and proper operation of the System as configured for Project, the Firm will assume all costs related to the hardware upgrade and there shall be no additional cost to the BCDCOG.

Availability and Mean-Time-Between-Failure (MTBF) Targets

All functions of the System, including those of the cellular communications network shall be designed, constructed, and implemented to perform as specified, without degradation in response times to meet the System availability targets provided below. The failure of any single component or device shall not render the System unavailable.

Availability Targets System or Subsystem Availability Target

- (%) Vehicle On-Board Systems 99.0%
- Hosted System 99.9%
- Passenger Mobile App 99.5%
- Customer Website 99.8%

Availability for each of the above systems shall be calculated as follows:

- Total number of hours of downtime in time period Total hours in time period
- For availability calculation purposes, a vehicle with a failure of Firm provided equipment will be considered unavailable from the time the failure is noted until the vehicle returns to the yard at the end of that vehicle's service day. An exception to this will be allowed in cases where the failure is intermittent and the failing operation is successfully performed in no more than two retries.

14. SELECTION CRITERIA

Method of Approach / 25 Points The technical soundness of the Firms stated approach to the project, the comprehensiveness of the proposed approach, and the methodology/techniques to be used.

- Proposal should outline the type of deliverables anticipated over the course of the project

Proposed Solution and Functionality / 30 Points – Evaluation of the proposed solution specifically highlighting the specifications, security, functionality and compatibility in regards to the overall need.

Capability and Qualifications / 20 Points – The qualifications, experience and technical expertise of team members to be assigned to the project as specified in the proposal including Subs, and with particular reference to experience and technical quality on similar projects.

Cost Proposal / 20 Points - Attach a separate sheet titled Cost Worksheet itemizing each item of cost per year for a total of five (5) years.

- Worksheet should include a separate category for all possible fees broken down for each year. For example: Software cost (one time/implementation); Software cost (per year); Hardware cost, warranty and/or maintenance fee (per year); training fee; installation fee; cost for each optional feature, if any; and any other associated costs not already listed above.
- Provide a breakdown by capital and annual operating costs over the 5-year contract period, which includes any additional partners required
- Provide a breakdown of any integration costs related to supporting the system.
- Provide details of payments as-a-service approach

DBE Participation / 0 or 5 Points – Evaluation shall be based on the participation of certified Disadvantaged Business Enterprises (DBE)

STEP TWO: Oral Presentations (BCDCOG reserves the right not to include this activity)

Firms with the highest scoring proposals may be requested to make an oral presentation of their proposal. This presentation, if held, will provide an opportunity for the firm to clarify their proposal.

15. INSTRUCTIONS & GENERAL CONDITIONS

A. Firms Responsibility

Firms shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP. The failure or omission of a Firm to acquaint itself with the existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Firm to any contract resulting from this RFP.

B. Duty to Inquire

Should a Firm find discrepancies or omissions in this RFP, or should the Firm be in doubt as to the meanings, the Firm shall at once notify BCDCOG in writing prior to the last day for written questions. If additional clarification is warranted, a written addendum will be sent to all persons or firms receiving this RFP

C. Signature Requirements

Only authorized officers eligible to sign contract documents will be accepted. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. This proposal should indicate the responsible entity. Firms should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

D. Waiver

By submission of its proposal, the Firm represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the proposal for errors and omissions; that the prices and costs stated in its proposal are intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

E. Revisions To RFP

BCDCOG reserves the right, when necessary, to postpone the times in which proposals are scheduled to be received and opened, and to amend part or all of the RFP. Prompt notification of such postponement or amendment shall be given to all perspective Firms who have requested or received copies of the RFP. Receipt of all addenda must be acknowledged in the proposals received by BCDCOG.

F. Protest Procedures

Any prospective Firm or contractor who is aggrieved in connection with the solicitation of a contract may protest to BCDCOG. Any such protest must be delivered in writing within five days of the issuance of the RFP. Or within five days of the amendment there to if the amendment is the issue. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised. This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

G. Withdrawal of Proposal

No proposal may be withdrawn after the proposals have been opened.

H. Reserved Right

All firms are notified the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCDCOG reserves the right to terminate any RFP; any contract awarded hereunder or modifies any contract or this RFP accordingly.

- BCDCOG reserves the right to waive any minor irregularities in any and all Proposals.
- BCDCOG reserves the right to reject all Proposals and re-solicit or cancel this procurement if deemed by BCDCOG to be in its best interest, without indicating any reason for such rejection(s).
- BCDCOG also reserves the right to enter into a contract with any Firm based upon the initial Proposal or on the basis of a best and final offer without conducting oral interviews.

I. Prohibited Interest

No member, officer, employee of BCDCOG or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

J. Notice to Proceed

The Firm shall be issued a written Notice to Proceed. Any services provided prior to receipt of the Notice to Proceed shall be at the sole risk and expense to the Firm.

K. Labor Provisions

South Carolina is a Right-to-Work state. The successful Firm shall be responsible for compliance with all applicable requirements of 49 USC § 5333(b).

L. Protest Procedures

Any prospective Firm who is aggrieved in connection with the solicitation of a contract may protest to BCDCOG's Executive Director. Any such protest must be delivered in writing within five days of the issuance of the RFP or within five days of amendment thereto if the amendment is at issue. Any actual Firm, consultant, or sub consultant who is aggrieved in connection with the intended award or award of a contract shall protest to the Executive Director. Any such protest must be delivered in writing within five days of the date the notice of award or intent to award is posted. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised.

This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protest alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

M. Cost of Proposal Preparation

BCDCOG shall not be responsible for any cost or expenses incurred for preparation of the Proposal in response to this RFP. Firms shall not include such expenses as a part of the price proposed. BCDCOG and the BCD Council of Governments shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP. Costs related to Proposal preparation include, but shall not be limited to the following:

- Preparing proposals in response to this RFP.
- Negotiations with BCD Council of Governments on any matter related to this procurement.
- Costs associated with interviews, meetings, travel, or presentations.
- Other expenses incurred by a Firm prior to formal Notice to Proceed for any agreement.

Appendix A – FTA Required Clauses for Third Party Contractors and Sub-Agreements

No Federal Government Obligation to Third Parties

BCDCOG and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GLPTC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

False Statements or Claims Civil and Criminal Fraud

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case

records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. 2 | P a g e c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

Changes to Federal Requirements

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreements between BCDCOG and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Termination

Termination for Default

BCDCOG may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms; and in either of these two circumstances does not cause such failure to be corrected within a period of five (5) days (or such longer period as the Executive Director may authorize in writing) after receipt of notice from the Executive Director specifying such failure.

If the Contract is terminated in whole or in part for default, BCDCOG may provide, upon such terms and in such manner as the Executive Director deems appropriate, services similar to those so terminated. The Contractor shall be liable to BCDCOG for any excess costs for such similar services, and shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

If after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of BCDCOG.

The rights and remedies of BCDCOG provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience or Suspension for Convenience

BCDCOG may, for its convenience, suspend or terminate the work in whole or in part at any time by written notice to Contractor stating the extent and effective date of such suspension or termination, whereupon Contractor shall suspend or terminate the work to the extent specified.

If this Agreement is suspended, Contractor may be issued a change order to reflect any schedule adjustment, and all reasonable and demonstrable costs incurred by Contractor due to any such suspension. BCDCOG shall pay all outstanding balances scheduled for payment for charges incurred prior to the effective date of suspension.

If this Agreement is terminated by BCDCOG for convenience, BCDCOG shall be responsible for all eligible costs, expenses, and profit incurred by Contractor in connection with the Project prior to the effective date of termination.

Civil Rights

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age A-25 Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Disadvantaged Business Enterprise (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as BCDCOG deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Incorporation of FTA Terms

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any BCDCOG requests which would cause BCDCOG to be in violation of the FTA terms and conditions.

Debarment and Suspension

If this Contract is in excess of \$100,000 the terms of the Department of Transportation regulations, A Suspension and Debarment of Participants in DOT Financial Assistance Programs, 49 C.F.R. Part 29 are applicable to this Project. No firms or persons ineligible there under shall be utilized in the project. The Contractor shall comply, and assure compliance by each of its subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, A Debarment and Suspension, 31 U.S.C. sect 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Resolution of Disputes, Breaches, or Other Litigation

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BCDCOG. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director of BCDCOG. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Unless otherwise directed by BCDCOG, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Clean Air

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* Contractor agrees to report each violation to BCDCOG and understands and agrees that BCDCOG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to BCDCOG and understands and agrees that BCDCOG will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Conformance with ITS National Architecture

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

ADA Access

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37; and Joint Access Board/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

Appendix B – Representations & Certifications

Certificate Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or Certifications and Assurances Fiscal Year 2021 8 an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Company Name: _____

1. By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.
2. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Council may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Council if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29. You may contact the Council for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Council.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is [Project Name] [Contract Number] Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion [Project Number] 00457-2 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Council may pursue available remedies including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its “principals” (as defined at 49 CFR section 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Buy America Certification

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

A bidder or Firm must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Certification requirement for procurement of steel, iron, or manufactured products. Certificate of Compliance with 49 U.S.C. 5323(j)(1) The bidder or Firm hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1) The bidder or Firm hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Certification Regarding Conflict of Interest

1. Certification. The Firm hereby acknowledges that, to the best of its knowledge and belief:

(Choose One)

_____ Determined that there are no relevant facts or circumstances which could give rise to conflicts of interest. (Firm may provide an explanation or any supporting documentation).

OR

_____ Determined that one or more conflicts of interest exists. (Firm must provide a Mitigation Plan).

2. Flow-Down. The Firm acknowledges that Conflict of interest flows down to each of its subcontractors and subconsultants.

3. Continuing Obligations. The Firm has a continuing obligation to the BCDCOG to disclose conflicts of interest to the during the solicitation phase or, if awarded a contract, throughout the duration of the contract. During the solicitation, the Disclosure and Certification Regarding Conflict-of-Interest Form(s) and any related mitigation plan(s) must be submitted to the Procurement/Contracts Administrator.

By signing below, the Firm certifies that the information contained in this form is accurate to the best of its knowledge, and that the Firm agrees to comply with the requirements herein. The Firm has a continuing obligation to BCDCOG to disclose conflicts of interest during the solicitation phase or, if awarded a contract, throughout the duration of the contract

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Disadvantaged Business Enterprise (DBE) Certification

Has the Firm been certified by the state of South Carolina as a Disadvantaged Business Enterprise?

_____Yes _____No

If no, has the Firm been certified by any other US State, Territory or Protectorate as a Disadvantaged Business Enterprise?

_____Yes _____No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____